

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Tippmann Sports, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State

☒ Other: LLC

Citizenship (see guidelines) _____

Execution Date(s) May 21, 2008

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Regions Bank

Internal

Address: 599 Lexington Avenue, 45th Floor

Street Address: _____

City: New York

State: NY

Country: USA

Zip: 10022

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Supplemental Confirmatory Grant of Trademark Security Interest

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 300.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683

Expiration Date 11/09

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:



Signature

Mercedes Farnas

Name of Person Signing

5/27/08
Date

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

Schedule A

Pending Trademark Applications

<u>Trademark Description</u>	<u>Application Number</u>
ONE NAME. EVERY GAME.	77141321
TIPPMANN ARMS	77300353
X-7	78952232
BRAVO ONE	77363632
PHENOM	77363459

**SUPPLEMENTAL
CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST**

SUPPLEMENTAL CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST ("Supplemental Confirmatory Grant"), dated as of May 21, 2008, by and between TIPPMANN SPORTS, LLC, a Delaware limited liability company ("Grantor"), in favor of REGIONS BANK (f/k/a AmSouth Bank), in its capacity as agent for certain lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 14, 2006 by and among Grantor, Agent, Regions Capital Corp. (f/k/a AmSouth Capital Corp.), as administrative agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor;

WHEREAS, as security for all Obligations, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether then owned or existing or thereafter acquired or arising;

WHEREAS, Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, the Confirmatory Grant of Trademark Security Interest, dated as of August 14, 2006 (the "Existing Confirmatory Grant"); and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Supplemental Confirmatory Grant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **LOAN AGREEMENT; EXISTING CONFIRMATORY GRANT.** The security interests granted pursuant to this Supplemental Confirmatory Grant are granted in conjunction with, and not in limitation of, the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement and the Existing Confirmatory Grant. Grantor hereby

acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * * * *

IN WITNESS WHEREOF, Grantor has caused this Supplemental Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIPPMANN SPORTS, LLC

By: Lori A. Sherwood
Name: Lori A. Sherwood
Title: Vice President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK, as Agent

By: _____
Name: _____
Title: _____

[Confirmatory Grant]

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss.

On this 21 day of May, 2008, before me personally came Lori A. Sherwood, to me known, who, being by me duly sworn, did depose and say that she is the Vice President & CFO of TIPPMANN SPORTS, LLC, the limited liability company described in, and which executed the foregoing instrument, and that she is authorized to execute said instrument on behalf of said company.



Mary Sue Hallihan
Notary Public

[Confirmatory Grant]


IN WITNESS WHEREOF, Grantor has caused this Supplemental Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIPPMANN SPORTS, LLC

By: _____
Name: Lori A. Sherwood
Title: Vice President & CFO

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK, as Agent

By: 
Name: Bruce Kuyper
Title: Authorized Signatory

[Confirmatory Grant]

TO: SUSAN O'BRIAN COMPANY: UCC DIRECT SERVICES

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JUNE 12, 2008

700373983

PTAS

SUSAN O'BRIAN
UCC DIRECT SERVICES
187 WOLF ROAD, SUITE 101
ALBANY, NY 12205

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700373983

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. ENTITY TYPE 99 IS REQUIRED TO HAVE AN ENTITY TEXT IN THE BOX BELOW.

LAZENA MARTIN, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION